

MOU AMENDMENT NO. 2
MSU BOZEMAN COLLEGE OF NURSING
MONTANA STATE UNIVERSITY BOZEMAN
MOU NO. COR-NRMOU-2020-0338-MWP

This MOU AMENDMENT No. 2 amends the above-referenced MOU between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Montana State University-Bozeman (MSU-Bozeman)**, whose address and phone number are P.O. Box 173560, Bozeman, MT 59717-3560, (406) 657-1768. This MOU is amended for the following purpose(s):

WHEREAS, the State of Montana, Department of Corrections is hereinafter referred to as “State” rather than “Department”, in the opening paragraph, all references in the original contract, and all previous amendments.

- 1) In accordance with Section 2, of the above referenced contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this MOU for the period July 1, 2022, through June 30, 2023, per the terms, conditions, and prices agreed upon. This is the 2nd renewal, 3rd and final year of the MOU. This MOU, including any renewals, may not exceed a total of three (3) years.
- 2) In accordance with Section 3, of the above reference contract, entitled Duties/Responsibilities of Parties, Subsection 3.2, entitled Rules and Regulations, parties mutually agree to replace the previously agreed upon language with the language as shown below. **(The referenced Sections will read as follows with the new language underlined).**

3.2 Rules and Regulations MSU-Bozeman students will be subject to State rules and regulations which include, but are not limited to, providing assurance of CPR certification, adherence to assigned hours, participation in selected educational activities, compliance with the uniform requirements, and receipt of requested immunizations.

3.2.1 Background Checks. MSU-Bozeman students and faculty conducting on-site clinical supervision pursuant to Section 3.3.1 will be subject to a criminal background check completed by the State. MWP requires two days advance notice of all clinical students requiring entrance to the facility. Name, date of birth, social security number, race, and gender of each of the clinical students will need to be emailed directly to the State liaison through the State of Montana’s File Transfer Service. The MSU-Bozeman liaison will create login MT account at [Transfer.mt.gov](https://transfer.mt.gov) in order access the File Transfer Service. Clinical students will not be allowed into the facility without first submitting to and passing a State background check.

3.2.2 Insurance Requirement. MSU-Bozeman shall ensure that Nursing students have liability insurance and health insurance coverage for the duration of their clinical experience with State.

3.7.3 ~~Due to increased incidence of blood borne infections, nursing students shall obtain the hepatitis B vaccinations.~~

No changes made to Subsections 3.1 and 3.3 through 3.7.2.

Except as modified above, all other terms and conditions of MOU No. **COR-NRMOU-2020-0338-MWP, including Amendment #1**, remain unchanged.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

Montana State University- Bozeman College of Nursing
P.O. Box 173560
Bozeman, MT 59717-3560
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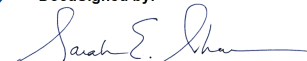


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Cynthia McGillis-Hiner
Bureau Chief
Health Services Bureau

(Date)

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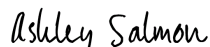
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Sarah E. Shannon, PhD, RN, FAAN
Dean, College of Nursing

(Date)

Approved as to Form:

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8/4/2022

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Ashley Salmon, Contracts Officer
Financial Services Bureau

(Date)

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Approved as to Legal Content:

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Molenda McCarty, Legal Counsel
Legal Services Bureau

(Date)

MOU AMENDMENT NO. 1
MOU FOR: MSU BOZEMAN COLLEGE OF NURSING
MOU NO. COR-NRMOU-2020-0338-MWP

This MOU AMENDMENT No. 1 amends the above-referenced contract between the **State of Montana, Department of Corrections** (Department), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Montana State University-Bozeman**, whose address and phone number are P.O. Box 173560, Bozeman, MT 59717-3560, (406) 657-1768. This MOU is amended for the following purpose(s):

WHEREAS, MSU-Bozeman's address, Apsaruke Room 211, Billings, MT 59101 has been corrected in the opening paragraph to reconcile with their current address, P.O. Box 173560, Bozeman, MT 59717-3560.

- 1) In accordance with Section 2, of the above referenced MOU, entitled Effective Date, Duration and Renewal, parties mutually agree to extend this MOU for the period July 1, 2021, through June 30, 2022, per the terms, conditions, and prices agreed upon. This is the 1st renewal, 2nd year of the MOU. This MOU, including any renewals, may not exceed a total of three (3) years.

In accordance with Section 9, of the above referenced contract, entitled Compliance with Laws, parties mutually agree to replace the previously agreed upon language to the language as shown below:

9. COMPLIANCE WITH LAWS

MSU-Bozeman shall, in performance of work under this MOU, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. MSU-Bozeman will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. MSU-Bozeman is referred to § 45-5-501 MCA. Any subletting or subcontracting by MSU-Bozeman subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, MSU-Bozeman agrees that the hiring of persons to perform this MOU will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this MOU.

9.1 Affordable Care Act. The Affordable Care Act requires a MSU-Bozeman, if MSU-Bozeman is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA) if provided by the State.


Except as modified above, all other terms and conditions of MOU No. **COR-NRMOU-2020-0338-MWP**, remain unchanged.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

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8/31/2021
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Connie Winner, Administrator
Clinical Services Division (Date)

MONTANA STATE UNIVERSITY -
BOZEMAN COLLEGE OF NURSING
P.O. Box 173560
Bozeman, MT 59717-3560

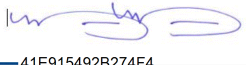
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8/31/2021
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Sarah E. Shannon, PhD, RN, FAAN
Dean, College of Nursing (Date)

Approved as to Form:

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8/31/2021
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Contracts Officer
Department of Corrections (Date)

Approved as to Legal Content:

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Legal Counsel
Department of Corrections (Date)

1. **PARTIES**

The **Montana Department of Corrections (MDOC)**, **Montana Women's Prison (MWP)** and **Montana State University-Bozeman (MSU-Bozeman)** into this Memorandum of Understanding (MOU) #COR-NRMOU-2020-0338-MWP. The parties' names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Montana Women's Prison
5 S. Last Chance Gulch
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

Montana State University-Bozeman
College of Nursing
Apsaruke Room 211
Billings, MT 59101
(406) 657-1768

MDOC AND MONTANA STATE UNIVERSITY-BOZEMAN, HEREIN AFTER REFERRED TO AS MSU BOZEMAN, AS PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (MOU) AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. **EFFECTIVE DATE, DURATION AND RENEWAL**

This MOU shall take effect on execution of MOU and shall terminate on June 30, 2021 unless terminated earlier in accordance with the terms of this MOU. This MOU may, upon mutual agreement and according to the terms of the existing MOU, be renewed for a period not to exceed a total of three (3) years.

3. **DUTIES/RESPONSIBILITIES OF PARTIES**

3.1 Schedules The faculty of MSU-Bozeman will assume responsibility, in coordination with the Montana Women's Prison (MWP), for the assignment of one (1) to three (3) students, student schedules, and the availability of clinical experiences. Changes to student schedules and the maximum number of students shall be agreed to by both parties.

3.2 Rules and Regulations MSU-Bozeman students will be subject to MWP rules and regulations which include, but are not limited to, providing assurance of CPR certification, adherence to assigned hours, participation in selected educational activities, compliance with the uniform requirements, and receipt of required immunizations.

MSU-Bozeman students will be subject to a criminal background check completed by the MDOC. MWP requires two days advance notice of all nursing students requiring entrance to the facility. Name, date of birth, social security number, gender, and race of each of the nursing students will need to be faxed, (406) 247-5161, to the MWP liaison. Nursing students will not be allowed in the facility without a MDOC background check.

MSU-Bozeman shall ensure that Nursing students have liability insurance and health insurance coverage for the duration of their clinical experience with MWP.

3.3 Supervision and Curriculum Development MWP will retain full responsibility for the care of clients and will maintain administrative and professional supervision of students in so far as presence affects the operation of the facility and/or the direct and indirect care of patients. The MSU-Bozeman faculty is responsible for the supervision of the education of the students as well as curriculum construction.

3.3.1 Course Requirements Participating students will have appropriate academic background for clinical placement. A copy of the course/clinical objectives will be made available to MWP. Students will meet the clinical objectives for this course in part by participating in a variety of activities at MWP and also by observing and working with an RN. Onsite clinical supervision will occur one (1) to two (2) times or as needed throughout the semester. The Bozeman instructor will be available to students via telephone during their clinical experiences should they require immediate guidance or consultation.

3.3.2 Role of Student Students may supplement but will not be used to supplant professional and/or regular personnel. While in MWP's facilities, students will have the status of trainees; are not to replace MWP staff; and are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the educational program. MWP and its staff will provide such supervision of the educational and clinical activities as is reasonable and is appropriate to the circumstances and to the student's level of training.

3.3.3 Attendance and Conduct MSU-Bozeman will provide MWP with standards of conduct expected of students. Attendance will average four (4) to eight (8) hours per week for six (6) to twelve (12) weeks during the semester.

3.3.4 Student Removal MSU-Bozeman will remove any student from MWP if the student, for reasons of health, performance, breach of confidentiality, questionable conduct, and/or other causes, becomes unacceptable to MWP.

3.4 Orientation An orientation to MWP will be provided to each new student group. This program may cover items such as student conduct, patient respect, confidentiality of patient care, facility rules, and location of various areas within the facility.

3.4.1 The MSU-Bozeman instructor will meet with the RN's and orient them to the role of the student. The instructor will be in phone or email contact with the assigned RN preceptor.

3.5 Evaluations MSU-Bozeman will establish criteria appropriate for the evaluation of students. There will be a coordinating person at MWP who will provide guidance and on-site direction to the students placed there. Faculty members and MWP supervisors will evaluate the students' performance according to established criteria and curriculum guidelines.

3.6 Equipment and Supplies MWP will make equipment and supplies available for clinical learning experiences; however, supplies furnished may be limited to those that would normally be used in the course of patient and dependent on the current or expected needs of MWP.

3.7 Health To be eligible for assignment at MWP, students must conform to public health standards and be physically able to perform all physical requirements as determined by MSU-Bozeman.

3.7.1 Prior to registration for a semester that includes clinical experience, each student covered by this agreement will furnish MSU-Bozeman's College of Nursing with a certificate indicating that he/she has had a negative tuberculin skin test (PPD), negative chest X-ray, or negative sputum culture.

3.7.2 Prior to clinical experience, a thorough physical examination with an update of immunizations will be required. Each student will submit a statement from the student physician indicating that there is no known medical reason why the student should not participate in the clinical or academic phases of the program.

3.7.3 Due to increased incidence of blood borne infections, nursing students shall obtain the hepatitis B vaccinations.

4. LIAISONS AND NOTICE

4.1 Department Liaison

Ben Fry, 701 S. 27th, Billings, MT 59101 (406) 247-5105, Benjamin.Fry@mt.gov or successor serves as MDOC liaison.

4.2 MSU-Bozeman Liaison

Paul Swift, M.Ed., College of Nursing, P.O. Box 173560, Bozeman, MT 59717, (406) 994-2577, paul.swift@montana.edu or successor serves as MSU-Bozeman's liaison.

4.3 All notices required in this MOU shall be in writing, properly addressed to the liaison in (A) and (B) above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

5. AMENDMENTS

All amendments to this MOU shall be in writing and signed by the parties.

6. TERMINATION AND DEFAULT

6.1 The MDOC may, by written notice to MSU-Bozeman, terminate this MOU in whole or in part at any time MSU-Bozeman fails to perform as required in this MOU; however termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

6.2 Either party may terminate this MOU without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the MOU shall provide written notice to the other, which notice will establish a termination date not less than thirty (30) days from the date of such notice; however termination shall not become effective for the students then enrolled in clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

7. INTEGRATION

This MOU contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written MOU, shall be binding or valid. This MOU shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the MOU.

8. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this MOU is illegal and void shall not affect the legality and enforceability of any other provision of this MOU, unless the provisions are mutually dependent.

9. COMPLIANCE WITH LAWS

MDOC shall, in performance of work under this MOU, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. MSU-Bozeman is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119] Code. Contractor will comply with the Prison Rape Elimination Act 42 U.S.C.A. § 15601ff, the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.3.14, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. Contractor is referred to §45-5-501 MCA. Any subletting or subcontracting by MSU-Bozeman subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, MSU-Bozeman agrees that the hiring of persons to perform this MOU will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this MOU.

10. FERPA

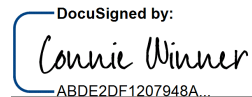
To the extent MWP or MDOC generates or maintain educational records related to participating students. MWP and MDOC shall comply with the Family Educational Rights and Privacy Act (FERPA) to the same extent as such laws and regulations apply to University and shall limit access to such educational records to only those employees or agents with a need to know.

11. NO THIRD-PARTY BENEFICIARIES

This Agreement shall not be interpreted as granting any benefits to a third-party.

SIGNATURE

DEPARTMENT OF CORRECTIONS

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Connie Winner, Administrator
 Clinical Services Division

8/4/2020

Date

Approved for Legal Content by:

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Legal Counsel

Date

Department of Corrections

MONTANA STATE UNIVERSITY- BOZEMAN

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Sara Shannon, Dean, College of Nursing

7/30/2020

Date

Approved as to Form by:

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Contracts Officer

Date

Department of Corrections